

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION**

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|--------------------------------|---|----------------------|
| PHILLIP MINK | : | CASE NO. 1:21-CV-753 |
| PLAINTIFF, | : | JUDGE COLE |
| VS. | : | |
| THE CITY OF SHARONVILLE | : | |
| DEFENDANT. | : | |

**ANSWER OF DEFENDANT, THE CITY OF SHARONVILLE
TO PLAINTIFF'S AMENDED COMPLAINT**

Comes now Defendant, the City of Sharonville, by and through counsel, and for its Answer to Plaintiff's Amended Complaint states as follows:

FIRST DEFENSE

1. This Defendant denies the allegations in paragraph 1 of Plaintiff's Amended Complaint.
2. This Defendant denies the allegations in paragraph 2 of Plaintiff's Amended Complaint for want of knowledge.
3. This Defendant admits the City of Sharonville is a municipal corporation situated in Hamilton County, Ohio.
4. This Defendant denies the allegations in paragraph 4 of Plaintiff's Amended Complaint.
5. This Defendant denies the allegations of conduct set forth in Plaintiff's Amended Complaint and therefore denies the allegations in paragraph 5 of Plaintiff's Amended Complaint.
6. This Defendant denies the allegations in paragraph 6 of Plaintiff's Amended Complaint for want of knowledge.

7. This Defendant denies the allegations in paragraph 7 of Plaintiff's Amended Complaint for want of knowledge.
8. This Defendant denies the allegations in paragraph 8 of Plaintiff's Amended Complaint.
9. This Defendant denies the allegations in paragraph 9 of Plaintiff's Amended Complaint.
10. This Defendant denies the allegations in paragraph 10 of Plaintiff's Amended Complaint for want of knowledge.
11. This Defendant denies the allegations in paragraph 11 of Plaintiff's Amended Complaint.
12. This Defendant denies the allegations in paragraph 12 of Plaintiff's Amended Complaint.
13. This Defendant denies the allegations in paragraph 13 of Plaintiff's Amended Complaint.
14. This Defendant denies the allegations in paragraph 14 of Plaintiff's Amended Complaint.
15. This Defendant denies the allegations in paragraph 15 of Plaintiff's Amended Complaint.
16. This Defendant denies the allegations in paragraph 16 of Plaintiff's Amended Complaint.
17. This Defendant denies the allegations in paragraph 17 of Plaintiff's Amended Complaint.
18. This Defendant denies the allegations in paragraph 18 of Plaintiff's Amended Complaint.
19. This Defendant denies the allegations in paragraph 19 of Plaintiff's Amended Complaint.
20. This Defendant denies the allegations in paragraph 20 of Plaintiff's Amended Complaint.
21. This Defendant denies the allegations in paragraph 21 of Plaintiff's Amended Complaint.
22. This Defendant denies the allegations in paragraph 22 of Plaintiff's Amended Complaint.
23. This Defendant denies the allegations in paragraph 23 of Plaintiff's Amended Complaint.
24. This Defendant denies the allegations in paragraph 24 of Plaintiff's Amended Complaint.
25. This Defendant denies the allegations in paragraph 25 of Plaintiff's Amended Complaint.
26. This Defendant denies the allegations in paragraph 26 of Plaintiff's Amended Complaint.
27. This Defendant denies the allegations in paragraph 27 of Plaintiff's Amended Complaint.

28. This Defendant denies the allegations in paragraph 28 of Plaintiff's Amended Complaint.

29. This Defendant denies the allegations in paragraph 29 of Plaintiff's Amended Complaint.

ANSWER TO COUNT I

30. This Defendant incorporates herein by reference its responses to paragraphs 1 through 29 of Plaintiff's Amended Complaint as if fully rewritten.

31. This Defendant denies the allegations in paragraph 31 of Plaintiff's Amended Complaint for want of knowledge.

32. This Defendant denies the allegations in paragraph 32 of Plaintiff's Amended Complaint.

33. This Defendant denies the allegations in paragraph 33 of Plaintiff's Amended Complaint.

34. This Defendant denies the allegations in paragraph 34 of Plaintiff's Amended Complaint.

35. This Defendant admits the Sharonville City Council used video conference at times during the pandemic.

36. This Defendant denies the allegations in paragraph 36 of Plaintiff's Amended Complaint.

37. This Defendant denies the allegations in paragraph 37 of Plaintiff's Amended Complaint.

38. This Defendant denies the allegations in paragraph 38 of Plaintiff's Amended Complaint.

39. This Defendant denies the allegations in paragraph 39 of Plaintiff's Amended Complaint.

40. This Defendant denies the allegations in paragraph 40 of Plaintiff's Amended Complaint.

41. This Defendant denies the allegations in paragraph 41 of Plaintiff's Amended Complaint.

42. This Defendant denies the allegations in paragraph 42 of Plaintiff's Amended Complaint.

43. This Defendant denies the allegations in paragraph 43 of Plaintiff's Amended Complaint.

ANSWER TO COUNT II

44. This Defendant incorporates herein by reference its responses to paragraphs 1 through 43 of Plaintiff's Amended Complaint as if fully rewritten.

45. This Defendant denies the allegations in paragraph 45 of Plaintiff's Amended Complaint.

46. This Defendant denies the allegations in paragraph 46 of Plaintiff's Amended Complaint.

47. This Defendant denies the allegations in paragraph 47 of Plaintiff's Amended Complaint.

48. This Defendant denies the allegations in paragraph 48 of Plaintiff's Amended Complaint.

49. This Defendant denies the allegations in paragraph 49 of Plaintiff's Amended Complaint.

50. This Defendant denies the allegations in paragraph 50 of Plaintiff's Amended Complaint.

51. This Defendant denies the allegations in paragraph 51 of Plaintiff's Amended Complaint.

52. Further answering, this Defendant denies each and every allegation in Plaintiff's Amended Complaint save such as those specifically admitted to be true.

SECOND DEFENSE

53. For its second and further defense herein, this Defendant states that the Complaint of Plaintiff fails to state a claim upon which relief can be granted.

THIRD DEFENSE

54. For its third and further defense herein, this Defendant incorporates its responses as above set forth and further states Plaintiff lacks standing to assert all or some of the claims set forth in his Complaint.

FOURTH DEFENSE

55. For its fourth and further defense herein, this Defendant incorporates its responses as above set forth and further states that all or part of Plaintiff's claims are barred by the applicable statute of limitations.

FIFTH DEFENSE

56. For its fifth and further defense herein, this Defendant incorporates its responses as above set forth and further states Plaintiff's claims are barred by virtue of the doctrines of *res judicata*, collateral estoppel, claim preclusion and/or issue preclusion.

SIXTH DEFENSE

57. For its sixth and further defense herein, this Defendant incorporates its responses as above set forth and further states it is entitled to immunity from all of Plaintiff's claims and that

Plaintiff's claims are subject to the immunities, defenses and limitations on damages set forth in Chapter 2744 of the Ohio Revised Code.

SEVENTH DEFENSE

58. For its seventh and further defense herein, this Defendant incorporates its responses as above set forth and further states Plaintiff has failed to mitigate his damages.

EIGHTH DEFENSE

59. For its eighth and further defense herein, this Defendant incorporates its responses as above set forth and further states that at all times pertinent it acted reasonably, in good faith, and in accordance with law and in the exercise of its statutory duties and responsibilities.

NINTH DEFENSE

60. For its ninth and further defense herein, this Defendant incorporates its responses as above set forth and further states that Plaintiff has failed to exhaust all requisite administrative remedies prior to the filing of this action.

TENTH DEFENSE

61. For its tenth and further defense herein, this Defendant incorporates its responses as above set forth and further states that all of the actions taken by the City of Sharonville, were based upon legitimate non-discriminatory reasons that were not pretextual in any manner.

ELEVENTH DEFENSE

62. For its eleventh and further defense herein, this Defendant incorporates its responses as above set forth and further states that if Plaintiff requested an accommodation, such accommodation was not reasonable.

TWELFTH DEFENSE

63. For its twelfth and further defense herein, this Defendant incorporates its responses as above set forth and further states that it is entitled to all the defenses and caps on damages contained within Chapter 4112 of the Ohio Revised Code, Title VII, and the ADA.

THIRTEENTH DEFENSE

64. For its thirteenth and further defense herein, this Defendant gives notice that it intends to assert and rely upon all affirmative defenses, immunities, avoidances, counter-claims, cross-claims and third-party claims which become available or apparent during the course of discovery or trial, and it hereby reserves the right to amend this Answer to assert such defenses.

WHEREFORE, having fully answered, Defendant, the City of Sharonville, prays that the Amended Complaint of Plaintiff be dismissed at his costs and that he take nothing thereby.

Respectfully submitted,

/s/ **Lawrence E. Barbieri**

Lawrence E. Barbieri (0027106)

Katherine L. Barbieri (0089501)

SCHROEDER, MAUNDRELL, BARBIERE & POWERS

5300 Socialville-Foster Road, Suite 200

Mason, OH 45040

T. (513) 583-4200 | F. (513) 583-4203

lbarbieri@smbplaw.com

kbarbieri@smbplaw.com

Attorneys for Defendant

CERTIFICATE OF SERVICE

I hereby certify that on this 20th day of January, 2022, a true and correct copy of the foregoing was filed using the Clerk of Court's CM/ECF electronic filing system which will send notice of such filing to all parties of record.

/s/ **Lawrence E. Barbieri**

Lawrence E. Barbieri (0027106)